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EXAMINER	
CLOUD, JOIYA M	

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2444	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/766,670	FROST ET AL.	
	Examiner	Art Unit	
	Joiya M. Cloud	2444	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *27 January 2004*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-57* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-57* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on _____ is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date *11/05/2004*.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

This action is responsive to the application filed on 01/27/2004. Claims 1-57 represent a System and method for ubiquitous network access.

Objections

Claim 1 is objected to for the following minor informalities: Claim 1, on line 6 contains ".;" The period punctuation should be removed. Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-23, 38-52 and 53-57 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Exemplary claim 1 recites "the service provider's request," in line 12. There is insufficient antecedent basis for this limitation in the claim.

Exemplary claim 38 recites "determining a service provider of the user, the service provider not being substantially involved in managing use of the network provider's…" The

claim phrase "substantially involved" is a relative phrase. The claim is unclear as to what constitutes substantial involvement or "not being substantially involved."

Exemplary claim 23, recites "HLR component." There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-37 and **53-55** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

As to claim exemplary claim 1, use of the word "system" does not inherently mean that the claim is directed to a machine. Only if at least one of the clamed elements of the system is a physical part of a device can the system as claimed constitute part of a device or a combination of devices to be a machine within the meaning of 35 U.S.C. 101.

In the instant case, the claim is drawn towards "at least one first director component…at least one second director component…and a home provider register…" Applicants are advised to amend claim language to include hardware (i.e. a processor and memory) to the instant claim.

As to exemplary claim 53, claim 53 is drawn towards "a machine-readable medium." However, the instant specification recites on page 18, lines 22-27, "At least some of the elements and operations depicted in the various flowcharts, according to an embodiment, can be implemented in software..." Furthermore, the specification provides no definition for "machine-readable medium." Lacking any specific definition, the broadest reasonable interpretation of this

is said to include transitory forms of signals, which are not statutory (*In re Nuijten*, 84 USPQ2d 1495). Examiner suggests Applicant amend the instant claim to include a computer readable storage medium including (e.g. memory), specifically stating "a non-transitory storage medium."

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-57 are rejected under 35 U.S.C. 102(e) as being anticipated by Rai **(US Patent No. 6,377,982 B2).**

As per claim 1, Rai teaches a system, comprising: at least one port component through which an end user needs to be authenticated and authorized in order to access a network resource via a network provider's network, the port component being able to enforce an access policy and to apply rules of a service provider of the end user during the end user's use of the network provider's network **(col. 16, lines 40-65, where home provider network and foreign network providers communicate with each other providing access policy to roaming users via provider agreements)**; at least one first director component communicatively coupled to the port component to provide the access policy to be used in connection with the network provider's

grant of access to its network **(col. 20, lines 27-50 and Figure 16, the Directory components coupled to the Home Registration Server connected to the Foreign Registration Server to provide access to)**; at least one second director component communicatively coupled to the first director component to provide the access policy **(policies for user subscribed options and services, col. 8, lines 54-col. 9, line 20)** to the first director component in connection with the service provider's request for access to the network provider's network on behalf of its end user and in connection with authentication and authorization of the end user **(col. 17, lines 17-45-col. 18, lines 67, col. 26, lines 58-65, col. 20, lines 27-50 and Figure 16)**; and a home provider register (HPR) component communicatively coupled to the first director component to be used by the first director component in connection with determination of a service provider of the end user **(col. 9, lines 23-28, col. 19, lines 60-67 and col. 20, lines 11-18, where the end systems home networks on the home registration server can be determined via the HDD)**.

As per claim 2, Rai teaches further comprising a business support system (BSS) component communicatively coupled to the director component, from which the Director component obtains data associated with the access policy **(col. 1, lines 50-61)**.

As per claim 3, Rai teaches wherein different director components are associated with the network provider and with the service provider, the director components of these providers being able to communicate with each other to provide the access policy to the port component to allow the user to access the network resource via the network provider's network **(col. 16, lines 40-65, where home provider network and foreign network providers communicate with each other providing access policy to roaming users via provider agreements)**.

As per claim 4, Rai teaches wherein the network provider and the service provider have no existing network share agreement between them **(col. 16, lines 40-67)**.

As per claim 5, Rai teaches wherein, if the end user is authenticated and authorized to access the network resource via the network provider's network, the network share agreement is established between the network provider and service provider for the duration of the end user's access of the network provider's network **(col. 16, lines 40-67)**.

As per claim 6, Rai teaches wherein the network provider and the service provider have an existing network share agreement between them **(col. 16, lines 40-65)**.

As per claim 7, Rai teaches further comprising a provider revocation list communicatively coupled to the director components, and usable to verify whether there is a denial of service for either the service provider and the network provider **(col. 43,lines 54-67)**.

As per claim 8, Rai teaches wherein alternatively or additionally to the HPR, the director component is able to determine the service provider of the end user based on at least one of token information, multiple tokens corresponding to multiple providers, identification information on a device being used by the end user, email address of the end user, an open search interface technique, a RADIUS technique, and user-input data provided by the end user **(col. 17, line 46-67)**.

As per claim 9, Rai teaches wherein the director component is able to determine the service provider of the end user without requiring additional hardware and software on the device used by the end user **(col. 7, lines 40-50)**.

As per claim 10, Rai teaches wherein if the service provider is unavailable or if an agreement between the service provider and network providers cannot be made, the network provider through the director component can associate the end user with a preferred service provider **(col. 44, lines 7-16)**.

As per claims 11-12, Rai teaches wherein the port component is further able to track accounting data for each end user and to shape service metrics according to a service plan of the service provider **(col. 6, lines 34-55)**; and wherein the port component is further able to use a heartbeat process to monitor activity of the end user, if authenticated, for purposes of billing and to verify that no end user sessions are left open **(col. 21, lines 27-37)**.

As per claim 13, Rai teaches wherein at least one of the director components is able to securely perform at least one of: determine a network-share agreement between the network provider and the service provider, if any; import brand information of the service provider to the port component to deliver to the user; communicate authentication credentials of the end user to the service provider **(col. 20, lines 1-29, where the claim only requires at least one of the limitations, Rai discloses communicating authentication credentials of the end user to the service provider)**; communicate, to the port component, whether to allow or deny access to the end user and impose the restrictions from the service provider, if any; and communicate accounting information to the network provider and to the service provider as part of a network share arrangement **(col. 16, lines 40-65)**.

As per claim 14, Rai teaches further comprising at least one of the following network sharing components: a PartnerAccept component that identifies pre-negotiated cross-license

terms between the network provider and the service provider; a billing component wherein end-user usage metrics collected by the port component are transmitted to the network provider and the service provider for accounting purposes **(col. 6, lines 33-55, where only at least one of the claim features is required to anticipate the claim, see where Rai discloses billing information sent for accounting purposes)**; a Clearinghouse component to coordinate and ensure payment to the network provider from the service provider as a result of allowing access to the end user **(where only at least one of the claim features is required to anticipate the claim, see where Rai discloses billing information sent for accounting purposes)**; an AutoAccept component to determine a minimum compensation that a network provider will accept to allow access to its network by end users of the service provider **(where only at least one of the claim features is required to anticipate the claim, see where Rai discloses billing information sent for accounting purposes)**; an AutoPay component to determine a maximum compensation that a service provider will pay to allow its users to access a network provider's network **(where only at least one of the claim features is required to anticipate the claim, see where Rai discloses billing information sent for accounting purposes)**; a first AutoRefuse component to specify service providers whose end users are banned from accessing a network provider's network; and a second AutoRefuse component to specify network providers whose networks are banned from use by a service provider's end users **(where only at least one of the claim features is required to anticipate the claim, see where Rai discloses billing information sent for accounting purposes)**.

As per claim 15, Rai teaches further comprising an All Access Pass component in which the end user is allowed access to any network provider's network by agreeing to network

provider's payment metrics, provided no AutoRefuse component exists for either the network provider or the service provider **(col. 36, lines 37-57)**.

As per claim 16, Rai teaches wherein the service provider, through the port component, is able to enforce its rules on its end user while accessing the network provider's network that is not owned by the service provider **(col. 16, lines 40-65)**.

As per claim 17, Rai teaches wherein a plurality of port components are associated with a corresponding plurality of different pricing metrics **(col. 5, lines 45-55)**.

As per claim 18, Rai teaches wherein the system allows the end user to roam amongst different network providers' networks **(col. 16, lines 40-65)**.

As per claim 19, Rai teaches wherein at least one of port components, network resources, service provider rules, management operations, and geographic locations are organized based on group containers **(Figure 16)**.

As per claim 20, Rai teaches wherein at least one of the group containers is used in connection with authorization **(col. 6, lines 34-55)**.

As per claims 21-22, Rai teaches wherein the director component is communicatively coupled to a legacy system and wherein at least some of the director components and the port component are distributed **(Figure 16)**.

As per claim 23, Rai teaches wherein at least some of the director components, port component, and HLR component are scalable to accommodate additional end users, network providers, or service providers **(Abstract)**.

As per claim 24, Rai teaches a system, comprising: a means for allowing an end user, associated with a service provider, to use a network provider's network that is not managed by the service provider **(Abstract)**; a means for determining the service provider of the end user of the network provider's network; and a means for automatically and dynamically facilitating network sharing agreements between the network provider and the service provider **(col. 6, lines 34-55)**, including a means for applying the service provider's rules to the end user while the end user uses the network provider's network **(col. 36, lines 37-57)**.

As per claim 25, Rai teaches further comprising means for authorizing and authenticating the end user to the network provider's network **(col. 17, lines 17-45- col. 18, line 15)**.

As per claim 26, Rai teaches further comprising a means for using a preferred provider if the service provider of the end user is unavailable or if a network share agreement between the network provider and the service provider cannot be implemented **(col. 36, lines 37-57)**.

Claim 27-29, Rai teaches wherein the means for allowing the end user to use the network provider's network includes: at least one first component means for accessing the network provider's network **(col. 17, lines 46-67)**; at least one second component means for managing the end user's use of the network provider's network; and at least another second component means for restricting usage to only end user's whose service provider is willing to agree to network sharing terms **(col. 17, lines 46-67)**; wherein the at least one first component means includes means for applying different pricing policies to different first component means **(col. 5, lines 455)**; further comprising a heartbeat means for monitoring activity of the user for purposes of billing and to verify that no user sessions are left open **(col. 17, lines 46-67)**.

As per claim 32, Rai further comprising a plurality of different payment means for implementing billing associated with servicing the user **(col. 23, lines 45-55)**.

As per claim 31, Rai teaches wherein one of the payment means includes an All Access Pass means for allowing the end user to access any network provider's network subject to payment policies of these network providers and provided that another billing component of either the network provider and the service provider do not preclude access **(col. 31, lines 25-46)**.

As per claim 32-34, Rai teaches further comprising container means for defining access and network use privileges **(col. 1, lines 50-67)**; further comprising means for allowing access to and use of legacy systems; and further comprising a means for importing a brand or content of the service provider to the network provider's network during use by the end user **(col. 1, lines 60-67)**.

As per claim 35, Rai teaches further comprising device means for accessing the network provider's network, and network means within the network provider's network for supporting the device means' access and use of the network provider's network **(col. 1, lines 50-67)**.

As per claim 36-37, Rai teaches a means for using multiple tokens in different classes to represent different service provider states and further comprising means for distributing and scaling to accommodate network providers, service providers, or users **(col. 1, lines 50-67)**.

As per claim 38-45, claims 38-45 are substantially the same as claims 1-14 and thus are rejected for similar rational.

As per claim 46, Rai teaches further comprising implementing an all access pass to allow the end user to access any network provider's network subject to billing policies of these network provider, provide that at least one of the AutoRefuse components does not negate a network share between the network provider and the service provider **(col. 6, lines 34-55).**

As per claim 47, Rai teaches further comprising managing access and use of network resources based on group container definitions **(col. 16, lines 40-65)**.

As per claims 48-52, Rai teaches further comprising disabling capability to access a network resource based on provider revocation settings **(Abstract)**; importing brand and content information of the service provider to the network provider's network during use of that network by the end user **(col. 20, lines 1-29)**; implementing network authorization, access, and use in conjunction with legacy systems; and further comprising implementing different pricing policies for different port components that can be used by the end user to access the network provider's network **(col. 5, lines 455)**; and wherein determining the service provider of the end user includes determining the service provider without requiring additional hardware and software on a device used by the end user **(col. 16, lines 40-67)**..

As per claim 53-57, claims 53-57 recite substantially the same limitations as claims 1-13, but in article of manufacture form rather than system form. Therefore, the rejection for claims 1-13 applies equally as well to claims 53-57.

CONCLUSION

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joiya Cloud whose telephone number is 571-270-1146. The examiner can normally be reached Monday to Friday from on 7:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, William Vaughn can be reached on 571-272-3922. The fax phone number for the organization where this application or proceeding is assigned is 571-273-3922.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

JMC
Art Unit 2444 **June 18, 2010**

/William C. Vaughn, Jr./

Supervisory Patent Examiner, Art Unit 2444